

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMALGAMATED TRANSIT UNION, AMERICAN FEDERATION OF LABOR-
CONGRESS OF INDUSTRIAL ORGANIZATIONS (AFL-CIO), LOCAL UNION
265

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

E-FILED
3/10/2025 10:54 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV460740
Reviewed By: C. Roman
Envelope: 18548555

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Santa Clara County Superior Court
191 N. First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso): 25CV460740

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jenica D. Maldonado / Ruth M. Bond, Atkinson, Andelson, Loya, Ruud & Romo
3 Harbor Drive Suite 200, Sausalito, CA 94965
(628) 234-6200 Email: Jenica.Maldonado@aalrr.com; Ruth.Bond@aalrr.com

DATE: 3/10/2025 10:54 PM Clerk of Court Clerk, by C. Roman, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): ATU AFL-CIO Local 265
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Ruth Bond (SBN 214582); Jenica Maldonado (SBN 266982); Joshua Wiser (SBN 305193)
Atkinson, Andelson, Loya, Ruud & Romo
3 Harbor Drive, Suite 200, Sausalito, CA 94965-1491
TELEPHONE NO.: (628) 234-6200 FAX NO.: (628) 234-6899
EMAIL ADDRESS: ruth.bond@aalrr.com; jenica.maldonado@aalrr.com; joshua.wiser@aalrr.com
ATTORNEY FOR (Name): Plaintiff Santa Clara Valley Transportation Authority

FOR COURT USE ONLY

Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 3/10/2025 10:54 PM
Reviewed By: C. Roman
Case #25CV460740
Envelope: 18548555

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
STREET ADDRESS: 191 N. First Street
MAILING ADDRESS: 191 N. First Street
CITY AND ZIP CODE: San Jose 95113
BRANCH NAME: Downtown Superior Court

CASE NAME: Santa Clara Valley Transportation Authority v. Amalgamated Transit Union, American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), Local Union 265, et al.

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds \$35,000)
[] Limited (Amount demanded is \$35,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 25CV460740
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Unlawful Detainer
Judicial Review
Non-PI/PD/WD (Other) Tort
Enforcement of Judgment
Miscellaneous Civil Complaint
Miscellaneous Civil Petition
Employment

- 2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): 2
5. This case [] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 10, 2025

Jenica D. Maldonado
(TYPE OR PRINT NAME)

/s/ Jenica D. Maldonado
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death

Product Liability (*not asbestos or toxic/environmental*) (24)

Medical Malpractice (45)
Medical Malpractice–

Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of Emotional Distress

Negligent Infliction of Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)
Legal Malpractice

Other Professional Malpractice (*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (*not unlawful detainer or wrongful eviction*)

Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)

Negligent Breach of Contract/Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open

book accounts) (09)

Collection Case–Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage (*not provisionally complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ–Administrative Mandamus

Writ–Mandamus on Limited Court

Case Matter

Writ–Other Limited Court Case Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (*non-domestic relations*)

Sister State Judgment

Administrative Agency Award

(*not unpaid taxes*)

Petition/Certification of Entry of

Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (*not specified above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non harassment*)

Mechanics Lien

Other Commercial Complaint

Case (*non-tort/non-complex*)

Other Civil Complaint

(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate

Governance (21)

Other Petition (*not specified above*) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

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Attorneys for Plaintiff
SANTA CLARA VALLEY TRANSPORTATION
AUTHORITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY,

PLAINTIFF,

v.

AMALGAMATED TRANSIT UNION,
AMERICAN FEDERATION OF LABOR-
CONGRESS OF INDUSTRIAL
ORGANIZATIONS (AFL-CIO), LOCAL
UNION 265; and DOES 1 through 10
inclusive

DEFENDANT.

E-FILED
3/10/2025 10:54 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV460740
Reviewed By: C. Roman

*[Fee exempt Pursuant to
Govt. Code § 6103]*

Case No. 25CV460740

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF BASED ON
BREACH OF CONTRACT AND
BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

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I. INTRODUCTION

1. PLAINTIFF The Santa Clara Valley Transportation Authority (“VTA”) and DEFENDANT Amalgamated Transit Union, AFL-CIO, Division 265 (“Local 265”) are parties to a written collective bargaining agreement (“CBA” or “Agreement”) covering more than 1,500 workers in 37 different classifications, including Bus Operators, Dispatchers, Mechanics, Paint & Body Workers and Forepersons, who are critical to the operation of VTA’s buses, light rail, and other operations. These workers deliver direct service to tens of thousands of members of the public every day—almost one hundred thousand per day during peak service.

2. The CBA prohibits strikes both during the term of the contract as well as during negotiations for a successor contract, and until such successor contract is in effect. Section 23 of the CBA states:

SECTION 23 - CONTINUITY OF SERVICE TO THE PUBLIC

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or orders.

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, engage in any strike, slow-down or stoppage of VTA work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of VTA.

This no-strike clause dates back as far as the parties’ 1974 agreement.

3. Regarding duration, the CBA states: “The term of this Agreement shall begin on March 7, 2022, and continues through March 3, 2025, *and from year to year thereafter.*” (CBA § 25 (emphasis added).) The CBA also provides that during contract negotiations, the Agreement “shall remain in full force and effect.” (*Id.*)

4. Despite the no-strike provision, on March 10, 2025, ATU commenced a strike which effectively halted all bus and light rail services delivered to thousands of riders. These riders rely on VTA transportation services to go to work, school, and medical appointments. Many do not have a reliable alternative option.

1 breach of such collective bargaining agreement by any party thereto shall be subject to the same
2 remedies, including injunctive relief, as are available on other contracts in the courts of this State.”

3 14. Venue is proper in this County, as Defendant has publicly announced and
4 commenced a strike at VTA which is within Santa Clara County. Plaintiff is informed and
5 believes that Defendant conducts business and operates within Santa Clara County in order to
6 provide services to its bargaining unit members at VTA. The CBA between the parties covers
7 VTA. A breach of contract action may be brought in the county where the breach occurs. (Code
8 Civ. Proc., §395.5.) Therefore, ATU’s strike at VTA constitutes a breach of the no-strike
9 provision of the CBA and makes this county proper for venue.

10 15. VTA is subject to the labor relations provisions set forth in the Santa Clara Valley
11 Transportation Authority Act (“Act”), as prescribed under Public Utilities Code, Chapter 6
12 (Personnel), Article 1 (Labor Relations), set forth in Sections 100200 through 100381. The Act
13 expressly provides that the Meyers-Milias Brown Act (“MMBA”), Chapter 10, Division 4 of Title
14 1 of the Government Code, Gov. Code §§ 3500 is “not applicable to VTA.” (PUC Code §
15 100307.) The Public Employment Relations Board (“PERB”) has no jurisdiction over the present
16 dispute.

17 16. Sections 100300 through 100381 of the Act govern labor relations matters. Section
18 100304, titled “Mediation,” provides that “[i]f, after a reasonable period of time, representatives of
19 the VTA and the accredited representatives of the employees fail to reach agreement on the terms
20 of a written contract governing wages, hours, pensions, and working conditions or the
21 interpretation or application of terms of an existing agreement, either party may request mediation
22 services of the [California State Mediation and] Conciliation Service [CSMCS].” Title 1, Division
23 4.5, Chapter 3 of the Government Code concerning Public Transportation Labor Disputes
24 similarly provides that either party may request mediation with CSMCS. (Gov. Code § 3611,
25 subd. (d).)

26 **III. PARTIES**

27 17. PLAINTIFF is the Santa Clara Valley Transportation Authority (“VTA”), a special
28 district, as defined and recognized under Public Utilities Code section 100000 (2024), with its

1 statutory territory in Santa Clara County and its administrative offices located in San Jose,
2 California.

3 18. DEFENDANT is informed and believes and thereupon alleges that Defendant
4 Amalgamated Transit Union, American Federation Of Labor-Congress Of Industrial
5 Organizations (AFL-CIO), Local Union 265, is and at all times has been, a mutual benefit
6 corporation. Plaintiff is informed and believes that ATU has its principal place of business at
7 1590 La Pradera Drive, Campbell, California 95008-1533. ATU represents more than 1,500
8 individuals employed at VTA in 37 classifications including Bus Operators, Dispatchers,
9 Mechanics, Paint & Body Workers and other classifications critical to the operation of VTA's
10 buses and light rail system.

11 19. The true names and capacities of defendants DOES ONE through TEN are
12 unknown to VTA, and VTA will seek leave of court to amend this complaint to allege such names
13 and capacities as soon as they are ascertained.

14 **IV. FACTUAL BACKGROUND**

15 20. Santa Clara Valley Transportation Authority is an independent special district that
16 provides sustainable, accessible, community-focused transportation options that are innovative,
17 environmentally responsible, and promote the vitality of the region.

18 21. VTA provides bus, light rail, and paratransit services, as well as participates as a
19 funding partner in regional rail service including Caltrain, Capitol Corridor, and the Altamont
20 Corridor Express.

21 22. As the county's congestion management agency, VTA is responsible for
22 countywide transportation planning, including congestion management, design and construction of
23 specific highway, pedestrian, and bicycle improvement projects, as well as promotion of transit-
24 oriented development.

25 23. VTA provides these services throughout the county, including Campbell,
26 Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill,
27 Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga and Sunnyvale. VTA continually
28 builds partnerships to deliver transportation solutions that meet the evolving mobility needs of

1 Santa Clara County.

2 24. Defendant ATU represents approximately 1,573 of VTA's 2,304 employees in 37
3 different classifications including Bus Operator, Dispatcher, Transit Mechanic, Service Mechanic,
4 Upholsterer, Foreperson, Facilities Worker, Maintenance Worker, Track Worker, Rail Operator
5 and Fare Inspector. These workers are assigned to nine different sections within VTA.

6 25. VTA and ATU entered into a collective bargaining agreement for the period March
7 7, 2022, through March 3, 2025, and from year-to-year thereafter.

8 26. The CBA includes a no-strike clause that recognizes the importance of the public
9 services provided by VTA through the employees covered by the contract. It provides:

10 SECTION 23 - CONTINUITY OF SERVICE TO THE PUBLIC

11 It is recognized that the parties are engaged in rendering a public
12 service and that they will comply with all applicable valid rules,
13 regulations and orders of duly constituted public regulatory bodies or
14 governmental authorities. The parties contract that nothing contained
15 in this Agreement shall be construed to conflict or be inconsistent or
16 incompatible with such rules, regulations or orders.

17 During the term of this Agreement, neither the Union nor its members
18 shall call, sanction, assist, engage in any strike, slow-down or
19 stoppage of VTA work, operations or service, or in any manner
20 sanction, assist or engage in any restrictions or limitations of the
21 work, operations, or service of VTA.

22 The Union will require its members to perform their services for VTA
23 when required by VTA to do so except for a refusal by VTA to abide
24 by the terms of the arbitration or grievance procedure of this
25 Agreement. Refusal of employees to cross a primary picket line of
26 another employer, if approved by the Central Labor Council, shall not
27 be cause for discipline nor construed as a violation of the Agreement.

28 During the term of the Agreement, VTA shall not cause or permit any
lockout of any of its employees.

Section 23 is in full force and effect.

27. Section 25 of the CBA addresses duration of the agreement. It provides:

SECTION 25 – DURATION OF AGREEMENT

The term of this Agreement shall begin on March 7, 2022, and
continues through March 3, 2025, and from year to year thereafter.

Should either party desire to terminate this Agreement or alter it in
any way, they shall give the other party written notice 90 days prior
to March 3, 2025, or any subsequent March 3rd. Such notice shall

1 state either the intent to terminate the Agreement at the end of the 90
2 day period or to negotiate amendments or changes stated in the notice.

3 The party receiving such 90 day notice shall, within 30 days prior to
4 March 3, 2025, or any subsequent March 3rd, notify the other party in
5 writing of its intent to terminate this Agreement or negotiate
6 amendments or changes stated in its responding notice.

7 Negotiations on the amendments or changes of this Agreement shall
8 begin no later than 15 days prior to March 3, 2025, or any subsequent
9 March 3rd and shall continue until agreement is reached. During these
10 negotiations, this Agreement shall remain in full force and effect.

11 Changes to this Agreement are effective the first pay period following
12 ratification, unless otherwise agreed.

13 28. Over the past ten years, VTA has agreed to wage increases for ATU members as
14 follows: In the CBA for the period 2016-2019 a wage increase of 10.35% over three years; for the
15 period 2019-2022, an increase of 10.5% over three years, and for the period 2022-2025, an
16 increase of 10% over three years. ATU's proposal for a wage increase of 18% over three years
17 (19.1% compounded) is inconsistent with the increases that ATU has received over this past
18 decade.

19 29. ATU never provided VTA notice of an Intent to Terminate the Agreement, either in
20 writing or otherwise, and not 90 days prior to March 3, 2025, or at any other time.

21 30. On July 8, 2024, ATU advised VTA General Manager Carolyn Gonot that it
22 wished "to negotiate amendments or changes to the CBA" ("Notice of Intent to Negotiate"). The
23 Notice of Intent to Negotiate specifically cited the following sections: "Part A, Section 5, 11, 15.2,
24 18." These sections relate to wages, vacation, dental plan and discipline and discharge,
25 respectively.

26 31. On July 17, 2024, in response to ATU's Notice of Intent to Negotiate, VTA advised
27 ATU in writing that VTA was "prepared to negotiate amendments or changes to the CBA,"
28 including but not limited to 18 cited sections of the CBA. Neither party cited sections 23 or 25 of
the CBA in these letters stating their respective intentions to negotiate certain CBA provisions.

32. In August 2024, ATU and VTA began negotiating the successor contract. ATU
made an opening offer to increase its members' base wages by 24% over 3 years, with an 8%
increase each year (8-8-8). VTA responded with an initial counter-offer of a 3.75% increase to

1 base wages over 3 years, as follows: 1%, 1.25% and 1.5%. ATU did not reciprocate on its wage
2 proposal. Yet, on November 7, VTA made further concessions and increased its wage proposal
3 from 3.75% to 4.5% (1.25-1.5-1.75). Despite VTA’s numerous attempts to get ATU to negotiate,
4 ATU did not move from its initial offer of 24% over 3 years. Between August 2024 and January
5 2025, ATU responded 12 times to VTA’s requests for a counter with the same identical proposal
6 (24% over 3 years, 8-8-8). As a result, VTA proposed that the parties mediate and ATU agreed to
7 do so.

8 33. Prior to mediation, ATU did not condition their participation on any terms,
9 including that, absent reaching a tentative agreement during mediation, ATU would conclude that
10 the parties had reached impasse. Moreover, in the weeks before mediation, ATU submitted 8 new
11 contract proposals to VTA during regularly scheduled negotiation sessions: on January 14, 2025,
12 ATU presented 4 new proposals and commented that they have more new proposals to present at
13 the next meeting; on January 16, 2025, ATU presented 2 new proposals; and on January 21, ATU
14 presented an additional 2 new proposals. The parties did not have an opportunity to meaningfully
15 discuss, much less agree on, any of these 8 proposals prior to the start of mediation.

16 34. The parties participated in pre-impasse mediation on January 30, February 2 and
17 February 5, 2025. Mediation did not result in a Tentative Agreement.

18 35. On February 13, 2025, the parties held another bargaining session. ATU began the
19 session by stating, inaccurately, that VTA had declared impasse. VTA advised ATU that this was
20 incorrect and proceeded to present a package of proposals, including an offer to increase ATU
21 members’ base wages by 9% over 3 years (3-3-3), or 9.3% compounded, with an additional one-
22 time payment of \$500. ATU questioned whether the package was VTA’s LBFO; VTA confirmed
23 that it was not. ATU President Rajvinder Singh questioned why VTA had agreed to resume
24 negotiations when the parties had already reached impasse. Mr. Escobar reiterated that VTA had
25 never indicated that the parties were at impasse and noted that historically the parties engaged in
26 pre-impasse mediation as a past practice. Mr. Singh urged Mr. Escobar to provide a timeline for
27 reaching a deal. Mr. Escobar advised, “as soon as possible.” ATU agreed to present VTA’s
28 package to its membership for a vote on February 19.

1 36. On February 20, 2025, Mr. Singh wrote to VTA General Manager Carolyn Gonot.
2 He advised that ATU membership had voted on VTA’s most recent package proposal and that the
3 membership had rejected the offer. He also advised that 96% of the vote participants had
4 “authorized strike sanction”—an apparent reference to a provision bearing the same title in the
5 ATU International Constitution and General Rules. This section of such rules prescribes a process
6 that local chapters must follow to obtain approval of the international union governing body
7 before proceeding with a strike. His email also again asked VTA to make a LBFO.

8 37. On February 21, 2025, Ms. Gonot responded, writing, “[g]iven where we are at in
9 the process, VTA is not in a position to declare a last, best and final offer (LBFO) at this time.”
10 She explained why the present package demonstrated VTA’s efforts to continue to engage in good
11 faith negotiations and that ATU had a similar obligation. She noted that ATU had yet to respond
12 to VTA’s then-present offer—3-3-3 percent increase over 3 years (9.3% compounded) with a one-
13 time lump sum payment—and that ATU had not moved from its August 2024 position (8-8-8
14 percentage increase in pay).

15 38. On February 25, 2025, ATU presented a counterproposal for an 18% pay increase
16 over 3 years (6-6-6), or 19.1% compounded.

17 39. On the morning of February 28, 2025, VTA met with its Board of Directors in a
18 closed session. Afterward, VTA and ATU held a bargaining session in the early afternoon around
19 approximately 2:00 p.m. At that session, VTA presented a proposal of 9% over 3 years, with an
20 increase of 4% in year one, 3% in year two, and 2% in year 3 (i.e., 4-3-2), and a one-time payment
21 of \$1,500. The proposed pay increase maintained VTA’s competitive wage for its employees who
22 are currently the second highest paid in the region compared to their counterparts at other
23 agencies, and the fifth highest paid in the country.

24 40. ATU’s negotiating team looked at the offer, made a few critical comments, and left
25 the room. The entire meeting lasted eight minutes. On February 28, at approximately 4:49 p.m.,
26 ATU’s President sent Ms. Gonot a communication indicating that the Union did not intend to
27 move from the position it last presented on February 25, 2025—a wage increase of 18% over 3
28 years (19.1% compounded), with increases of 6% each year (6-6-6).

1 41. Mr. Singh claimed that reiteration of their prior position constituted the Union’s
2 LBFO and declared impasse. He did so less than three hours after receiving VTA’s LBFO that
3 contained substantial sweeteners (bumping up the first-year increase to 4%, a \$1,500 per employee
4 signing bonus, and increasing the annual dental benefit to \$3,000 a year).

5 42. On February 28, in a memorandum posted on ATU’s website to its membership
6 concerning the status of negotiations, Mr. Singh advised, “[w]e will resubmit our Last, Best &
7 Final. While we wait for a possible response, a Special Membership meeting will be held on
8 Friday, March 7, 2025, with location TBD.” In the less-than-three-hours that transpired between
9 ATU’s rejection of VTA’s LBFO (i.e., at a 2:00 p.m. negotiation meeting) and Mr. Singh’s
10 message to Ms. Gonot with what he characterized as ATU’s counter-LBFO (i.e., before 5:00
11 p.m.), there was no plausible opportunity for ATU’s members to consider and vote on VTA’s
12 LBFO or their counter-LBFO. Moreover, Mr. Singh’s memorandum is misleading because it
13 suggests the Union submitted a LBFO to VTA before February 28 when it clearly had not.

14 43. Despite the clear and unambiguous language of the no-strike clause, not to mention
15 the March 7 meeting still scheduled with their membership, ATU announced on the evening of
16 March 6, 2025, to VTA’s Board of Directors that its members would begin striking on March 10,
17 2025. In a letter dated March 6, 2025, hereinafter “Strike Notice,” addressed to VTA’s Board
18 Chair Sergio Lopez, Mr. Singh stated that ATU was providing “notice of its intent to engage in a
19 strike, picketing, and other protected concerted activity at all locations and times permitted under
20 law. Strike, picketing and other protected concerted activity will begin on or after March 10,
21 2025, at 12:01 a.m.” Accordingly, there was also no plausible opportunity for Union membership
22 to vote and approve commencement of a strike prior to Mr. Singh serving the March 6th notice of
23 intent to strike.

24 44. A strike by ATU is an act of bad faith and a breach of contract, an express violation
25 of the no-strike clause in the MOU which remains in full force and effect after March 3 while the
26 parties negotiate a successor agreement. All terms of the MOU remain in effect during this period,
27 including the no-strike provisions. These provisions exist because in past negotiation cycles the
28 parties understood and agreed that the public services rendered by ATU members are vital, and

1 that if future negotiations cycles ran past expiration, both parties would enjoy the full protection of
2 the CBA while they endeavored in good faith to reach agreement on its successor.

3 45. On March 10, 2025, at approximately 12:01 a.m., ATU commenced a strike.
4 Starting at approximately 4:00 a.m. on March 10, ATU picketers have been protesting at VTA’s
5 North, Cerone, Chaboya, and River Oaks campuses. At some sites (including Cerone and
6 Guadalupe), picketers were blocking at least some entrances, including main entrances. VTA
7 contracts with the Santa Clara County Sheriff’s Department to provide on-site security on a
8 regular basis. Sheriff’s deputies have sought the Union’s cooperation and have advised picketers
9 to refrain from blocking entrances; some picketers have refused to comply. Picketers have
10 challenged deliveries from VTA’s outside vendors that require ingress and egress into the
11 property. VTA staff who have attempted to report to work on Monday have been turned away as
12 a result of the picketing.

13 46. As explained below, this strike will cause irreparable harm to thousands of VTA
14 customers.

15 47. The strike affects thousands of riders who depend on VTA to reach schools, work
16 and medical appointments. Up to 90,000 customers throughout the region rely on VTA’s bus and
17 light rail services.

18 48. ATU’s strike has halted service on VTA’s 46 bus routes, including 4 express bus
19 routes, three light rail lines, and stopped other services including customer service, rail station
20 maintenance, and bus and light rail vehicle maintenance teams.

21 49. VTA’s most recent operations data regarding ridership shows that the “average
22 boardings” per weekday are 98,000. (“Average boardings” means the number of times someone
23 boarded a bus or light rail train rather than the number of unique individuals riding every day.)
24 The average boardings per weekend day are 57,000.

25 50. Following is a snapshot of ridership data:

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Ridership w/ Weekday, Saturday and Sunday			
January 2025			
Ridership	January 2025	January 2024	Percent Change
Bus	1,981,454	1,754,234	13.0%
Average Weekday	74,155	65,444	13.3%
Average Saturday	43,020	37,403	15.0%
Average Sunday	35,591	32,970	7.9%
Light Rail	384,758	402,768	-4.5%
Average Weekday	14,326	13,423	6.7%
Average Saturday	8,360	9,763	-14.4%
Average Sunday	7,227	13,679	-47.2%
System	2,366,212	2,157,002	9.7%
Average Weekday	88,481	78,867	12.2%
Average Saturday	51,380	47,166	8.9%
Average Sunday	42,818	46,649	-8.2%

51. VTA statistics regarding ridership show that shutdown in services especially impacts certain sectors of the population including seniors, people with disabilities and low-income riders. Data shows the following:

- 6,370 trips per weekday made by riders who speak “no English at all” (6.5% of riders)
- 4,018 trips per weekday made by riders who are 65 years or older (4.1% of riders)
- 82,026 trips per weekday made by riders who are non-white, non-Hispanic (83.7% of our riders)
- 20,482 trips per weekday made by riders who have income of less than \$15,000 per year (20.9% of riders); and
- 4,214 trips per weekday made by riders who have a disability (4.3% of riders).

These riders, who are riding fixed routes despite their disability, may be eligible for VTA ACCESS paratransit service and may switch to use ACCESS in the event of fixed route service shutdown. Increase in demand for paratransit may impact VTA’s ability to effectively serve those riders because of delays and denials of service caused by increase in demand.

52. Data also shows that cessation in service will impact many customers’ ability to get to medical appointments, school and work. Trip data shows:

- 1 • 2,254 trips per weekday going to/from a medical/hospital appointment (2.3% of
2 trips)
3 • 19,502 trips per weekday going to/from college/university (19.9% of trips)
4 • 7,448 trips per weekday going to/from K-12 school (7.6% of trips)
5 • 38,808 trips per weekday going to/from work (39.6% of trips)

6 53. Fare Revenue for FY2025 is approximately \$25.9 million, \$2.2 million monthly,
7 and roughly \$72,000 daily. Revenue from Paratransit service is approximately \$1.5 million for
8 FY 2025. While VTA has continued paratransit services, which are provided through an outside
9 vendor, upon information and belief, the shutdown of bus and light rail service has increased
10 demand on paratransit.

11 54. Without immediate injunctive relief, VTA will suffer irreparable harm to its
12 operations, as well as harm to the provision of vital transportation services to the public.

13 **FIRST CAUSE OF ACTION**

14 **Breach of Contract**

15 55. Plaintiff realleges all paragraphs set forth above and incorporates them by reference
16 as though they were fully set forth in this cause of action.

17 56. VTA entered into a written contract called a Collective Bargaining Agreement
18 ("Agreement" or "CBA) with ATU Local 265. The CBA covers more than 1,500 of VTA's
19 employees in numerous classifications that are critical to operation of VTA's bus and light rail
20 services, including Bus Operators, Bus Dispatcher, Transit Radio Dispatcher, Service Mechanic,
21 Transit Mechanic, O & R Mechanic, Paint and Body Worker, Forepersons, Rail Operators, Track
22 Workers, Electronic Technicians and other classifications.

23 57. In past bargaining, VTA made substantial economic concessions to VTA in order
24 to achieve the labor peace that comes with having a CBA in effect with a no-strike clause. That
25 clause provides:

26 **SECTION 23 - CONTINUITY OF SERVICE TO THE PUBLIC**

27 It is recognized that the parties are engaged in rendering a public
28 service and that they will comply with all applicable valid rules,
 regulations and orders of duly constituted public regulatory bodies or
 governmental authorities. The parties contract that nothing contained

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in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or orders.

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, engage in any strike, slow-down or stoppage of VTA work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of VTA.

The Union will require its members to perform their services for VTA when required by VTA to do so except for a refusal by VTA to abide by the terms of the arbitration or grievance procedure of this Agreement. Refusal of employees to cross a primary picket line of another employer, if approved by the Central Labor Council, shall not be cause for discipline nor construed as a violation of the Agreement.

During the term of the Agreement, VTA shall not cause or permit any lockout of any of its employees.

58. Despite this no-strike clause in the CBA, on March 7, 2025, ATU notified VTA’s Board Chair that its members would strike beginning 12:01 a.m. on Monday, March 10.

59. On Monday, March 10, 2025, at approximately 12:01, ATU breached the CBA when it commenced a strike.

60. VTA has performed all obligations to ATU except those obligations VTA was prevented or excused from performing.

61. ATU’s breach of the CBA was material and substantial because it has interfered with VTA’s ability to carry out its business as a public transit agency and to provide all related services offered to the public.

62. ATU’s breach of the CBA caused VTA to sustain monetary damages associated with the strike including loss of revenue, waste of resources, and additional costs.

63. As a public agency, VTA is not required to file a bond or undertaking when requesting injunctive relief. (Code Civ. Proc., § 529, subd. (b)(3).)

64. Through its unlawful strike activity, ATU is causing irreparable injury by interfering with VTA’s ability to conduct its business and to provide essential transit and transit-related services to the community.

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SECOND CAUSE OF ACTION

Breach of the Covenant of Good Faith and Fair Dealing

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3 65. Plaintiff realleges all paragraphs set forth above and incorporates them by reference
4 as though they were fully set forth in this cause of action.

5 66. In every contract or agreement there is an implied promise of good faith and fair
6 dealing. This implied promise means that each party will not do anything to unfairly interfere with
7 the right of any other party to receive the benefits of the contract. Good faith means honesty of
8 purpose without any intention to mislead or to take unfair advantage of another. Generally
9 speaking, it means being faithful to one's duty or obligation. However, the implied promise of
10 good faith and fair dealing cannot create obligations that are inconsistent with the terms of the
11 contract.

12 67. VTA entered into the CBA with ATU for the period March 7, 2022, through March
13 3, 2025, and continuing from year to year thereafter.

14 68. Section 23 of the Agreement provides:

15 During the term of this Agreement, neither the Union nor its members
16 shall call, sanction, assist, engage in any strike, slow-down or
17 stoppage of VTA work, operations or service, or in any manner
18 sanction, assist or engage in any restrictions or limitations of the
19 work, operations, or service of VTA.

20 69. This term remains in full force and effect until the parties negotiate a successor
21 agreement.

22 70. Section 25 of the Agreement provides:

23 **SECTION 25 – DURATION OF AGREEMENT**

24 The term of this Agreement shall begin on March 7, 2022, and
25 continues through March 3, 2025, and from year to year thereafter.

26 Should either party desire to terminate this Agreement or alter it in
27 any way, they shall give the other party written notice 90 days prior
28 to March 3, 2025, or any subsequent March 3rd. Such notice shall
state either the intent to terminate the Agreement at the end of the 90
day period or to negotiate amendments or changes stated in the notice.

The party receiving such 90 day notice shall, within 30 days prior to
March 3, 2025, or any subsequent March 3rd, notify the other party
in writing of its intent to terminate this Agreement or negotiate
amendments or changes stated in its responding notice.

1 Negotiations on the amendments or changes of this Agreement shall
2 begin no later than 15 days prior to March 3, 2025, or any subsequent
3 March 3rd and shall continue until agreement is reached. During these
4 negotiations, this Agreement shall remain in full force and effect.

5 Changes to this Agreement are effective the first pay period following
6 ratification, unless otherwise agreed.

7 71. All the conditions required for ATU to perform its duty have occurred. VTA met its
8 obligation to bargain in good faith with ATU for the terms of a successor contract.

9 72. ATU did not act in good faith because instead of continuing negotiations, it rushed
10 to impasse in order to threaten a strike and did not engage in good faith negotiations. ATU then
11 breached the CBA by commencing a strike on March 10, 2025, at approximately 12:01 a.m.

12 73. VTA has been harmed and will continue to be harmed by ATU's strike, which has
13 prevented VTA from providing critical transportation services to thousands of customers resulting
14 in millions of dollars in lost revenue, injury to the public, loss of the public's trust, and waste of
15 resources.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for a judgment as follows:


18 74. That Defendants, their agents, employees, representatives, officers, organizers,
19 committee persons, stewards, members, and all corporations, unincorporated associations, and
20 natural persons acting in concert and participation with any of them, be enjoined and restrained
21 from all strike activities while the no-strike clause in the CBA is in effect;

22 75. That a Temporary Restraining Order be granted, enjoining and restraining
23 Defendants, their agents, employees, representatives, officers, organizers, committee persons,
24 stewards, and members, and all persons acting in concert with them or any of them, until the
25 hearing upon an Order to Show Cause, from doing or causing to be done any of the acts prayed in
26 paragraph 1 of this prayer to be enjoined or restrained;

27 76. That upon the hearing of the Order to Show Cause, a Preliminary Injunction be
28 granted restraining Defendants, their agents, employees, representatives, officers, organizers,
committee persons, stewards, and members, and all persons acting in concert with them or any of
them, from doing or causing to be done any of the acts or things prayed in paragraph 65 of this

1 prayer to be enjoined or restrained. For general damages incurred by VTA that were caused by
2 Defendants' strike;
3 77. For damages incurred by VTA in an amount to be determined;
4 78. For VTA's attorneys' fees for this suit;
5 79. For its cost of suit herein incurred;
6 80. For such other and further relief as may be just and proper.

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8 Dated: March 10, 2025
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ATKINSON, ANDELSON, LOYA, RUUD & ROMO
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Attorneys for Plaintiff
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AUTHORITY